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A G R E E M E N T

Between:

HUDSON COUNTY (NEW JERSEY) WELFARE BOARD

-and-

LOCAL 2306, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES.

AFL-CIO

LIBRARY
Institute of Management and
Labor Relations

MAY 1975

RUTGERS UNIVERSITY

JANUARY 1, 1974

THROUGH DECEMBER 31, 1976

STATEMENT OF INTENT AND PURPOSE

The following Agreement was entered into in good faith between the Hudson County Welfare Board and Local 2306, American Federation of State, County and Municipal Employees, (AFL-CIO).

Our aim and goal is to establish a foundation for a normally acceptable Labor management partnership, which will give purpose to a more efficient Department and provide to our County, both its Administration and its citizens, the services to which it is entitled and needs. As a sociologically conscious Agency, it is our intent to normally strive for equity, justice and respect between all persons.

The terms of this Contract were entered into in order to more clearly fix existing areas in need of definitive agreement. When any event, condition, or contingency should arise, not covered herein, it is the intent of the undersigned to review the matter and mutually arrive at an equitable solution.

In this Intent and Purpose we attest:

NEGOTIATING TEAMS

HUDSON COUNTY WELFARE BOARD

James F. Young
JAMES F. YOUNG, Acting Director

Edward T. O'Connor Jr.
EDWARD T. O'CONNOR, Chief Negotiator

George R. Allen
GEORGE R. ALLEN, Counsel

Natalie S. Stapleton
NATALIE S. STAPLETON, Dep. Director

John A. Gibney
JOHN A. GIBNEY, Adm. Supervisor

Angelica M. Harrison
ANGELICA HARRISON, Adm. Supervisor

Esther G. Siegel
ESTHER G. SIEGEL, Supervisor of
Adm. Services

LOCAL #2306, AFSCME, AFL-CIO

Milton Filker
MILTON FILKER, President

Richard Collin
RICHARD COLLIN, Vice President

Michael Lanni
MICHAEL LANNI, Exec. Dir., Council #1

Mary Ellen Papp
MARY ELLEN PAPP, Exec. Bd. Member

Marianne F. Ianniello
MARIANNE IANNIELLO, Exec. Bd. Member

Elizabeth Baker
ELIZABETH BAKER, Exec. Bd. Member

Linda Spath
LINDA SPATH, Recording Secretary

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PREAMBLE

This Agreement, dated February 13, 1974, is entered into by and between the Hudson County Welfare Board, 100 Newkirk Street, Jersey City, New Jersey, (hereinafter referred to as the "Board") and Local #2306, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"), 1 Foye Place, Jersey City, New Jersey. The duration of this Agreement shall be from January 1, 1974 to and including December 31, 1976.

ARTICLE I

DURATION OF AGREEMENT

- A. This Agreement shall be effective from January 1, 1974 and shall remain in full force and effect until December 31, 1976.
- B. Negotiations on a successor contract shall commence on or about October 31, 1976, upon written notice by one party to the other, at least sixty (60) days prior to the expiration date of this Agreement.
- C. By mutual Agreement, this contract and its provisions can be extended to remain in full force and effect during any extended periods of negotiations that take place on new contracts subsequent to this contract's expiration date.
- D. If portions of this Agreement are found to be in violation of any statutes, the remaining portions of the Agreement shall be in effect.
- E. Wage Re-Opener:
Negotiations as to wages only shall be re-opened on or after July 1, 1975.

F. By mutual agreement, any provisions of this contract may be re-opened for purposes of negotiations.

ARTICLE II

RECOGNITION

In accordance with the certifications of the New Jersey Public Employment Relations Commission dated January 6, 1970 and November 12, 1972, the Board recognizes the Union as the exclusive collective negotiations agent for the employees in the classification of Case Workers, Welfare Aides, Clerk Transcribers, Clerk Typists, Account Clerks, Clerk Stenographers, Clerks, Telephone Operators, Senior Clerk Transcribers, Senior Clerks, Senior Account Clerks, Senior Clerk Typists, Senior Clerk Stenographers, Senior Office Appliance Operators, Messenger, and Office Appliance Operators, both permanent and temporary.

In accordance with the resolution passed by the Board, the latter recognizes the Union as the exclusive collective negotiations agent for Investigators and Social Service Aides without the intervention of the New Jersey Public Employment Relations Commission or an election under its rules.

The Recognition clause shall extend to all new titles or changes of titles involving personnel covered by this Agreement. It is further understood that the Recognition clause shall extend to all new titles or changes of titles adopted by the Board, below the Supervisory and Principal Clerk titles.

ARTICLE III

MANAGERIAL RIGHTS

It is the right of the Board to determine the standard of services to be offered by its agency; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the

efficiency of its operation; determine methods, means and personnel by which its operations are to be conducted; determine the contents of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as specifically abridged, limited and modified by the terms of this Agreement.

The Board's decision on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload or manning, are within the scope of collective bargaining.

ARTICLE IV GRIEVANCE PROCEDURE

a. PURPOSE:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

b. DEFINITION:

1. A grievance is any dispute between the parties arising out of the employees' employment or concerning the application or interpretation of this Agreement.
2. In the wording of this statement of procedures, the term aggrieved shall be taken to include all those employees covered by this Agreement.
3. Any employee shall have the right to present his grievance through the steps described in the following paragraphs with assured freedom from

restraint, interference, coercion, discrimination or reprisal.

4. In the event no decision is forthcoming within the prescribed time limit as indicated below, the aggrieved may, upon notice, proceed to the next step.
5. Any of the time limits specified below may be extended by mutual agreement.
6. This grievance procedure shall in no way impair, diminish or preclude any rights to the parties as set forth in New Jersey Statutes, N. J. Administrative Code, or any other law.
7. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee members may process and institute such a grievance through all steps of this grievance procedure, provided it is initiated and signed by at least one employee.
8. In the event an employee feels that any Civil Service Rules or Regulations are being violated, such employee or the Union shall have the right to seek remedy through the New Jersey Civil Service Department.

C. INFORMAL PROCEDURE:

Nothing herein contained shall be construed as limiting the right of any employee having a grievance at the time the grievance occurs to discuss the matter informally with any appropriate member of the administration. Such aggrieved employee shall have the right to discuss said grievance

with his Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper, with a member of the Grievance Committee present or not present, according to his choice.

D. FORMAL PROCEDURE:

The Union agrees that wherever possible, the informal procedure as described in sub-section (C) of this Article IV, titled Grievance Procedure, will be used.

STEP I

1. Any employee who has a grievance may, at the time the grievance occurs, notify his grievance representatives first, and then his Administrative Supervisor. The employee and his Grievance Committee representatives shall meet with the appropriate Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper, at the time the grievance occurs. In the event the grievance cannot be resolved, the grievance shall be reduced in writing to the Adm. Supervisor, Chief Clerk or Head Clerk Bookkeeper, within five (5) full working days immediately following occurrence complained of or within five (5) working days of the discovery of the occurrence of the grievance. Failure to act within five (5) full working days shall be deemed to constitute an abandonment of the grievance.
2. The Adm. Supervisor, Chief Clerk or Head Clerk Bookkeeper shall render a decision, in writing, within five (5) full working days of the receipt of the written grievance.

STEP II

Should the employee feel that the decision reached in Step I is not satisfactory, he may, within five (5) full working days after the receipt of the written decision, present his grievance in writing, to the Grievance Committee of the Union.

STEP III

The Grievance Committee shall, within ten (10) full working days, present its position, in writing, to the Director or his designee, failure of the Grievance Committee to notify the Director or his designee, in writing, within ten (10) full working days shall constitute an abandonment of the grievance.

A meeting shall be held immediately among the employee, Grievance representatives and the Director or his designee. This meeting shall be held in an attempt to resolve the grievance. The Director or his designee shall, within five (5) full working days, render his or her decision in writing to the employee involved, and the Grievance Committee.

STEP IV

If the grievance is not resolved at Step 3 to the satisfaction of the employee, he or she may, within five (5) full working days, appeal in writing to the Personnel Committee of the Hudson County Welfare Board which shall consist of no less than three (3) members of the Board. Service of said grievance on the Personnel Committee shall be made by Certified Mail, Return Receipt Requested.

2. Such deductions shall be made in equal amounts every pay day.
3. Monies collected by the Board under this Article shall be remitted to the Treasurer of the Union as soon after each period as practicable.
The dues check shall be accompanied by a list of members added and members who have resigned from employment.
4. During the months of January, April, July and October, the Administration shall submit to the Union a current list of employees from whom dues payments are being deducted.

ARTICLE VI
UNION RIGHTS

1. The Union shall have the right to distribute through the employees' mail boxes and/or desks, all material dealing with the proper and legitimate business of the Union, except during working hours.
2. The officers of the Union and representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Director, any conditions which may be a threat to the normal operating conditions of the Board.
3. The Board shall provide bulletin boards in the main Caseworkers rooms on the first, second, third, fourth, fifth and sixth floors, part of which bulletin boards may be used by the Union for posting notices, etc., pertaining to said Union.
4. When meetings are called that require the participation of the Union and the Hudson County Welfare Board at any departmental meetings, court proceedings, quasi-judicial meetings and any administrative meetings, such necessary representatives shall not lose pay as a result of such attendance.
5. There shall be no Union meetings on Board premises without prior consent of the Director, who agrees not to withhold such consent without just cause.
6. A. No employee shall be suspended or terminated from employment without a hearing before the Director or his

designee. Any employee facing possible termination or suspension shall be represented by the Union, before such action is effected.

- B. (1). The Director may suspend without pay, any employee due to misconduct, negligence, or for any other sufficient cause. The Director shall notify the employee and the Department of Civil Service of the reason for the suspension. It is the intention of the Director that where time permits, to give prior notice of the reason for said suspension. However, it is recognized that there may be instances where such advance notice is not possible.
- (2). Before the Deputy Director, Administrator and/or Supervisor recommend to the Director suspension or termination of an employee, such Deputy Director, Administrator and/or Supervisor, shall give the employee five (5) working days notice of the intention to suspend or terminate, during which time, an attempt will be made to resolve the matter at a meeting among the Deputy Director, Administrator and/or Supervisor, the employee and the Union.

7. Layoffs, terminations/and demotions shall be on the basis of length of service in title, accumulated by the employee, with the Hudson County Welfare Board.
8. In the event that the administration of assistance programs

are transferred to other governmental agencies, employees with the most seniority in title, will have preference to those positions still remaining under the administration of the Hudson County Welfare Board.

9. During the duration of this contract, when a Case Worker, Investigator, Welfare Aide or Clerical position becomes vacant, and an appointment is considered, and an employee currently working at the Hudson County Welfare Board is among the persons certified by the Civil Service Commission to this position, such employee will be given preference in appointment to the maximum extent permitted by law and regulations, provided that such employee's work performance warrants the appointment.
10. A. The Board agrees to prepare a list of all appointments, both permanent and temporary, and to submit same to Union President as soon as Personnel Department prepares same for Civil Service Department. (List applies to personnel within the bargaining unit).
- B. All employees who have passed the Civil Service test shall be notified, in writing, as to whether or not they have been appointed. Any employee who is not appointed shall be notified, in writing, as to the reasons why he was not appointed. Such notification shall be given within five (5) working days after the first Welfare Board meeting immediately following the employee's certification to the Civil Service list. Copies of all correspondence shall be given to the Union.

ARTICLE VII
ORGANIZATIONAL CHART

The Board agrees to make available to the Union copies of the organizational chart now in use by the Director. The Board further agrees to notify the Union of any changes or proposed changes of said chart.

ARTICLE VIII
UNION ACTIVITY WITH PAY

The Board agrees that during working hours, on its premises and without loss of pay, Union representatives shall be allowed to:

1. Represent employees in the negotiating unit pursuant to grievance hearings.
2. Attend negotiating meetings if designated as a member of the negotiating team.
3. Attend scheduled meetings with the Board and its representatives concerning the application of this Agreement whenever the Union and the Director deem it necessary.

ARTICLE IX
MEETINGS AND CONFERENCES

Special meetings and conferences - The Director, Deputy Director, and/or Administrative Supervisors shall meet with representatives of the Union whenever:

- a. There are any changes in the present administrative guidelines which might affect the daily responsibilities of Casework or cause a significant change in same.

- b. There are any new or additional programs added to the present system.

The purpose of such meetings will be to work out a coordinated plan in advance of implementation of said changes, to the best interest of clients, agency and staff.

- c. The Director shall meet regularly with representatives of the Union to discuss the present administration of the categorical assistance programs and related programs with the aim of improving services to clients and to discuss and recommend changes dealing with same. It is recommended that representatives of client groups be invited to join in such meetings.

ARTICLE X

TRANSFERS

A. VOLUNTARY TRANSFERS:

In all voluntary transfers of personnel, employees shall be transferred, in title, on the basis of their seniority in that title. Such transfers will depend upon the availability of job openings and adequate coverage of the vacancy created by the transfer. The Board agrees to train someone to fill the vacancy in order to facilitate the transfer.

It is understood that the job openings will not be permanently filled in the interim. Employees will be limited to one (1) voluntary transfer per year. Voluntary transfers of employees shall be limited to one (1) every three (3) months within one supervisory unit or one clerical unit, designated as

follows:

Clerks with special Social Service duties; Clerks with special Validation duties; Transcription Department; Machine Room; Inactive File Room; Registers or Financial Portion of Board Minutes; Insurance and Burial Unit; Medicaid Unit; Bookkeeping Department; File Rooms; Secretaries to Supervisors; Clerical employees on the 6th floor; Receptionist Room; Assignment Clerks; Switchboard; Food Stamp Department and WIN Program.

Personnel will have to demonstrate competence to perform the duties and will be given a one (1) to three (3) months period to demonstrate same at the discretion of the Director.

Seniority is defined as an employee's unbroken length of service in the title classification with the employer.

B. INVOLUNTARY TRANSFERS:

In connection with all involuntary transfers, there will be a meeting between the Administrative Supervisor, Deputy Director, Chief Clerk or Head Clerk Bookkeeper, and the employee affected, concerning this transfer, during which the employee shall be notified of the purpose of this transfer. In involuntary transfers, the Board will make such selection of individuals for transfer based on work performance and seniority.

C. JOB POSTING:

In order to keep employees within a department or organizational unit informed of positions in which they may be interested for the purposes of reassignment or promotion, and to provide an opportunity to apply for existing or planned job vacancies, vacancies shall be posted upon their occurrence. Said notice shall remain posted for five (5) working days during which time an interested employee may make written request for the position through his appropriate Administrator. Failure to act within the above stated five (5) day period shall permit the employer to fill such vacancy. None of the above provisions shall preclude the employer from making an interim appointment.

D. DISCIPLINARY TRANSFERS:

Transfer or reassignment of other duties or areas shall not be made for the purpose of imposing discipline.

E. UNION OFFICERS AND STEWARDS:

The Board and the Union recognize that Union officers and Stewards have in their relationship to their jobs a need for continuity in the assigned location which exceeds that of other fellow employees. The Board will endeavor to maintain Union Officer and Job Steward continuity in their job assignments.

F. CONSOLIDATION OR ELIMINATION OF JOBS:

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the

installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer. Any employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

- g. Such employee will have to demonstrate competence during a one (1) to three (3) month training period.

ARTICLE XI

LIBRARY

A Library committee consisting of one (1) member of the Union and one (1) member of the administration is to be established. This committee will arrive at a bibliography to be purchased during the duration of this Agreement. The size of this bibliography will be decided by the Committee. The bibliography will be ordered within sixty (60) days following the signing of this Agreement.

ARTICLE XII

PERSONNEL FILES & EVALUATIONS

1. Duplicate copies of evaluations by Supervisors will be given to the respective employee as per Civil Service Rule 4:1-20.2.
 - a. Evaluation shall be made at least once each year for all employees.
 - b. Each employee shall be notified of his performance and shall have the opportunity to review such

evaluation with his or her Supervisor. Subsequent reviews for consideration of an employee's evaluation may be had with the Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper.

2. All employees shall have access to their own personnel file during reasonable working hours of 9:00 to 11:00 A.M., and 1:00 to 3:00 P.M., upon written notification to their Adm. Supervisor, Chief Clerk or Head Clerk Bookkeeper.
3. All documents contained in this file shall be sequentially numbered and upon examination of said documents, each document shall be initialed by employees concerned.
4. The Signature affixed to any document on any data does not indicate in any way that the employee agrees with the contents of this file. This signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Board and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in this file dating from January 1, 1974, either in total or in part.
5. A copy of subsequent documents placed in the personnel file shall be given to the employee.

ARTICLE XIII

HOURS OF EMPLOYMENT

1. The work day shall begin at 8:30 A.M. and terminate at 4:15 P.M.
2. Three-fourths of an hour shall be allowed for lunch, from

12:00 to 12:45 P.M.

3. Overtime: Employees covered by this agreement will be compensated at the rate of time and one half in cash for overtime hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one half in addition to the holiday credit. Overtime will be computed at the rate of one and one half times the regular hourly rate of that employee. Net accumulated overtime on a weekly basis shall be compensated on a monthly basis at the rate of time and one half pay. Assignment of opportunity for overtime earnings shall be made on a rotating basis in order of seniority in title.
4. Coffee Breaks: - There shall be two (2) fifteen (15) minute coffee breaks during the day, allowed at any time during the day, subject to the individual's schedule. Each break shall not exceed fifteen (15) minutes, provided that coffee breaks shall not be used either to lengthen the lunch period or shorten the work day. Employees shall remain on their respective floors during coffee breaks.
5. Welfare Aides who are in the field, need not return to the office at 3:30 P.M. This provision shall be reviewed for possible revision after six (6) months.

VACATION

The following provisions apply to all employees within the bargaining unit employed at the Welfare Board up to and including June 30, 1974:

1. PERMANENT EMPLOYEES:

- a. Fifteen (15) vacation days starting on January 1st of the year following their appointment from a Civil Service list, based on $1\frac{1}{2}$ days earned a month.
- b.
 1. After 16 years of employment, 15 days vacation days shall be granted.
 2. After 17 years of employment, 17 days shall be granted.
 3. After 18 years of employment, 18 days shall be granted.
 4. After 19 years of employment, 19 days shall be granted.
 5. After 20 years of employment, 20 days shall be granted.
- c. Scheduling of vacation shall be granted on seniority basis. In event of conflict of vacation schedule, seniority in title shall prevail.
- d. Vacation time shall be granted on short notice in the event of an emergency.
- e. In event of termination, only earned vacation will be paid.
- f. Vacation may be carried into the following year, but no further.

8. REIMBURSEMENT:

Where an employee has either resigned or been terminated from his services with this Board and has used his credited but unearned vacation time receiving pay therefor, he shall refund to the Board the amount of such overpayment. Where such an employee has a salary check due him at the time of such resignation or termination, the Board shall deduct the amount of overpayment therefrom.

2. TEMPORARY EMPLOYEES:

- a. Temporary employees shall be granted one (1) working day vacation leave for each full month of service or a major fraction thereof, during temporary employment, to be taken as accrued. No vacation leave in excess of the amount actually earned will be approved in anticipation of continued employment.
- b. Scheduling of vacations shall be granted on seniority basis in event of conflict of vacation schedule, seniority in title shall prevail.
- c. Vacation time shall be granted on short notice in the event of an emergency.
- d. In event of termination of employment, earned vacation will be paid.
- e. Vacation may be carried to the following year and no further.

3. REQUESTS FOR VACATION:

- a. Requests for vacation shall be made and submitted in advance for permission at any time of the year. Vacation may be taken at any time with the intent that employees will continue employment to the end of the calendar year, permission not to be withheld without substantial reason.

4. All employees hired as of July 1, 1974 will receive Vacation and Personal Days pursuant to the Provisions of Ruling #11, which is twelve (12) Vacation Days and three (3) Personal Days after one

ARTICLE XV

PERSONAL DAYS

1. Employees of the Board, with not less than one (1) year's continuous service, shall be entitled to two (2) Personal Days per year. An additional Personal Day shall be granted to employees after five (5) years of service.
2. Only those employees with one (1) year's continuous service will be entitled to the above Personal Days, to be granted to them after their respective anniversary dates.
3. a. Requests for Personal Days shall be made in writing at least twenty four (24) hours in advance and approved in advance of the requested date or dates from the employee's immediate Supervisor, Deputy Director, Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper.
b. Personal days shall be granted on short notice in the event of an emergency.

ARTICLE XVI

HOLIDAYS

1. Regular paid holidays shall be as follows:

New Year's Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Veterans Day
Columbus Day
General Election
Thanksgiving Day
Christmas Day

2. In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Hudson County declares a holiday for all county employees.

3. HOLY DAYS:

Employees shall not be permitted to attend religious services during work hours on Holy Days of Obligation.

4. ABSENCE BEFORE AND AFTER HOLIDAY:

An employee who is absent from work due to illness the day before and the day following a legal holiday, shall not be paid for the holiday unless he has accrued sick leave or has requested vacation time in advance, or produces a doctor's certificate.

ARTICLE XVII

SICK LEAVE

1. PERMANENT EMPLOYEES:

a. Fifteen (15) sick days starting on January 1st of the year following their appointment from Civil Service list, based on $1\frac{1}{2}$ day earned a month. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year.

- b. Sick Leave may be accumulated indefinitely during term of employment.
- c. In the event of termination of employment due to illness, earned sick leave is to be paid.
- d. If the matter of the employee's dismissal is taken up through the grievance procedure or an appeal is made to the Civil Service Commission and a final decision is handed down ordering a re-instatement of such employee, the said employee, upon re-instatement by the Board, shall be entitled to the sick time and vacation time earned, before dismissal and up to the date of the re-instatement, if so ordered.

2. TEMPORARY EMPLOYEES:

- a. Temporary employees shall be granted one (1) working day sick leave for each full month of service or a major fraction thereof during the remainder of the first year of employment, and 15 days a year thereafter, to be taken as accrued.
- b. Sick leave may be accumulated indefinitely during term of employment.
- c. In event of termination of employment due to illness, earned sick leave will be paid.
- d. If the matter of the employee's dismissal is taken up

through the grievance procedure or an appeal is made to the Civil Service Commission and a final decision is handed down ordering a re-instatement of such employee, the said employee, upon re-instatement by the Board, shall be entitled to the sick time and vacation time earned, before dismissal, and up to the date of the re-instatement, if so ordered.

3. DOCTOR'S CERTIFICATE:

a. A doctor's statement for illness shall be required after five (5) consecutive work days absence and pursuant with Civil Service regulations. The Director may require acceptable medical evidence substantiating illness whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

4. CHECKING RECORDS FOR VERIFICATION OF ACCUMULATED VACATION AND SICK LEAVE:

Upon a reasonable written request of employee to Deputy Director, Administrative Supervisor, Chief Clerk or Head Clerk Bookkeeper, information regarding accumulated vacation and sick leave will be given. It is not the intent of the administration to deny this request.

5. REIMBURSEMENT:

Where an employee has either resigned or been terminated from his services with the Board and has used his credited but unearned sick time receiving pay therefor, he shall refund to the Board the amount of such overpayment. Where such an employee has a salary check due him at the time of such resignation or termination, the Board shall deduct the amount of overpayment therefrom.

ARTICLE XVIII

PAID LEAVE

1. EMERGENCY AND SPECIAL LEAVE:

Employees shall be granted Emergency and Special Leave pursuant to N.J.A.C. 4:1-17.8.

2. VOTING TIME:

Employees shall be granted a leave of absence with pay in accordance with State and County policy.

ARTICLE XIX

LEAVES:

1. REASONABLE PURPOSE:

a. PERMANENT EMPLOYEES:

Leaves of Absence, for a limited period not to exceed three (3) months, may be granted to permanent employees for any reasonable period and such leave may be extended or renewed, on written application, up to twelve (12) months, with approval of the Board.

b. TEMPORARY EMPLOYEES:

Temporary employees may be granted authorized leave of absence, without pay, for a maximum period of sixty (60) days for reasons deemed appropriate by the Hudson County Welfare Board, and such leave may not be consecutively renewed or extended.

2. UNION BUSINESS:

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the employer, may, at the written request of the Union, be

granted a Leave of Absence, without pay. The Leave of Absence shall not exceed three (3) months but it may be renewed or extended for a similar period, up to one (1) year, at any time, upon the written request of the Union, with approval of the Board.

3. EDUCATION:

After completing two (2) years of service, any permanent employee, upon written request, may be granted a Leave of Absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee, with Board approval, subject to Civil Service regulations. One year's Leave of Absence (with any requested extension) for educational purposes, shall not be provided more than once every three (3) years.

4. EXTENDED SICK LEAVE:

Extended Sick Leave will be granted to permanent employees for a period not to exceed one (1) year, provided that such leave has been substantiated by a Medical Certificate; such leave to be extended upon request and with the approval of the Board.

5. INTENT:

It is not the intent that permission shall be withheld on the above mentioned requests without substantial reason.

6. LEAVE WITH PAY AS A RESULT OF DISABILITY:

- a. Leave with pay as a result of disability may be granted in accordance with Ruling #11.
- b. Where disability leave with pay or with part pay is granted to an employee with respect to a certain period of absence, and the employee subsequently recovers an award under the Workmen's Compensation laws which includes pay or part pay with respect to the same period, restitution shall be required of the employee to the extent necessary to avoid duplication or augmentation of pay for the same period.

7. MATERNITY LEAVE:

Maternity Leave for pregnancy and confinement will be granted to permanent employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months and will be, upon written request, extended to a maximum of one (1) year. The employee may exhaust all sick and vacation time prior to such leave..

8. MILITARY LEAVE:

Military Leave to be granted as provided by Federal Law and Ruling #11.

ARTICLE XX

LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS:

Leave will be granted to Union delegates to attend Conventions

and Conference, not to exceed twenty five (25) days in the aggregate, during the year of the biennial A.F.S.C.M.E. Conference and not to exceed twenty (20) days in interim years.

ARTICLE XXI

JOB CLASSIFICATION

Job Classifications for all employees covered by this Agreement will follow the guidelines established under Ruling #11 of the Division of Public Welfare, Department of Institutions and Agencies and the Civil Service Commission.

ARTICLE XXII

HEALTH AND WELFARE

1. The Board agrees to provide health insurance coverage for eligible employees and their immediate families in accordance with the existing Hudson County Health Benefit Program, provided that in the event that Hudson County extends the coverage afforded its employees, it shall automatically apply to employees covered by this contract.
2. The Hudson County Pension Plan shall be available to all employees except where prohibited by law.
3. The existing Credit Union shall be made available to all employees.

ARTICLE XXIII

CAR MILEAGE AND INSURANCE

1. All employees responsible for field assignments shall receive \$.12 per mile as submitted on an itemized voucher. Any increase in mileage allowance by the State or County shall be granted proportionately to employees covered by this Contract.

CONTINUED - ARTICLE XXIII

2. INSURANCE:

The Board shall provide to all employees performing field work and using his or her personal automobile:

- a. Liability Insurance for \$100,000. per person and for \$300,000. per occurrence.
- b. Property Damage - \$10,000.

ARTICLE XXIV

EDUCATIONAL STIPENDS

Final decision on applications for educational leave will be the responsibility of the Board. In screening applicants for educational stipends, the Board shall take into consideration the following:

1. Applicant's performance in present job, seniority, his interest and capacity for studying at a graduate level and his potential for special job assignments.
2. Applicant must be an employee of the Hudson County Welfare Board, in a permanent status, for at least two (2) years.
3. Selection will be limited to two (2) candidates per year for a Master's Degree in Social Work, in New Jersey.
4. Approval is contingent upon Agency's ability to absorb and re-assign workload during the period of study.

5. Upon graduation, employee must remain with this Board for a period of a month and a half (1½) for every month's attendance at school.
6. Subject to Board approval, the cost of any graduate or undergraduate courses taken by permanent employees with two (2) years of service, with this Agency, in order to increase their knowledge in the fields of Social Work, Psychology, Sociology or other job-related fields, will be reimbursed by the Board, provided that the employees make application, in writing, in advance, continue in full-time employment with the Board and attain a passing grade. Such courses are to be taken at a New Jersey State Institution during non-working hours.
7. The Board will pay for tuition and stipends and other expenses as provided for under Ruling #11.
8. Applicants hereunder will be limited to employees within the bargaining unit.

ARTICLE XXV

PROMOTIONS AND APPOINTMENTS

1. Upon promotion of a permanent employee, all sick leave and vacation balances shall be retained by the employee.
2. Upon promotion, an employee shall be informed of his new rate of compensation one week in advance of the

effective date.

3. Whenever a position becomes vacant, seniority and past performance shall be weighted evenly in filling the position.

4. APPOINTMENTS:

- a. During the duration of the contract, employees will be given preference in appointment from Civil Service lists of Eligibles, to the maximum extent permitted by law and regulations provided that such employee's work performance warrants the appointment.
- b. Any employee working with this Agency for a minimum of three (3) months and who, during that period or afterwards, takes and passes the competitive Civil Service Examination, shall be immediately appointed to the permanent position, subject to Civil Service rules and the existence of a vacancy.

ARTICLE XXVI

HIRING

Hiring is a managerial right. Only those meeting Civil Service requirements shall be subject to hiring.

ARTICLE XXVII

TRAINING

The Board will endeavor to provide at least one (1) Training

not contract out or sub-contract any public work which is capable of being performed by existing personnel within their titles.

ARTICLE XXXII

SALARIES AND COMPENSATION

- A. The salaries and stipulations contained in this Article are based on the standard five (5) day, thirty-five (35) hour work week.
- b. Except as hereinafter provided, effective January 1, 1974:
(Schedule B. 7/1/72 and new Schedule B. 7/1/73 as well as new Ruling #11, 7/1/74, are attached hereto).
1. All employees shall move from their respective column on Schedule B., (July 1, 1972) to the same column on Schedule B., (July 25, 1973).
 2. All employees will receive an increment of one (1) additional step on their anniversary date according to the State anniversary Plan, except for those who have reached their maximum under the prior contract, who shall move to the maximum step under the new Schedule B.
 3. All Seniors in clerical positions who have reached their maximum under the prior contract shall receive an increment of 5.5% of their present salary.
 4. All Social Service Aide Trainees who are promoted to the position of Social Service Aide as of July 1, 1974, shall move from Range #3 to Range #4 minimum, effective July 1, 1974.
 5. All future Social Service Aide Trainees who are promoted to Social Service Aides upon satisfactory completion of a six (6) month probationary period, shall, at such time, move from Range #3, minimum, to Range #4, minimum.

Supervisor who meets the Civil Service specifications.

ARTICLE XXVIII

NON-DISCRIMINATION CLAUSE

The Board recognizes the constitutional equality of each and every employee, and agrees that no employee shall be discriminated against in the course of his employment with this Board by reason of age, sex, marital status, race, religion, national origin, political affiliations or Union membership or Union activity authorized by the contract.

ARTICLE XXIX

WORK STOPPAGE

Neither the Union nor any employee represented by it, will engage in, or support any strike, work stoppage, slowdown or other job action. There shall be no union activity on Board premises during business hours except by mutual consent and as hereinbefore agreed upon.

ARTICLE XXX

GENERAL PROVISIONS

WORK RULES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE XXXI

CONTRACTING AND SUB-CONTRACTING OF PUBLIC WORK

During the term of this Agreement, the Employer shall

7. Social Service Aide Trainees hired prior to 1973, shall, upon promotion to Social Service Aides, move into the minimum of Salary Range #4, effective January 1, 1974, and they shall receive an anniversary increment of an additional step on their quarterly anniversary date.
- C. The salaries of every employee covered by this Contract have been computed on a separate schedule, reflecting the Range changes and increments above described. Approved copies of the schedule shall be maintained on file in the offices of the Board and the Union. In the event of a dispute of this Article, the provisions of the schedule shall be controlling.
- D. All employees with one year's service as of January 1, 1972, will have an anniversary date of January 1, for 1974, 1975 and 1976. Employees with less than one year's service as of January 1, 1972, will receive merit increments on quarterly anniversary date according to State Plan. State Plan for anniversary increments in 1974 and 1975 shall be as follows:
1. Employees hired or last promoted between October 2 and January 2 will be eligible to receive an increment as of January 1.
 2. An employee hired or last promoted between January 3 and April 1 will be eligible to receive an increment on April 1.
 3. An employee hired or last promoted between April 2 and July 1 will be eligible to receive an increment on July 1.
 4. An employee hired or last promoted between July 2 and October 1 will be eligible to receive an increment on October 1.
- E. All employees covered by this Agreement shall be placed on step in the new salary range provided for in Schedule B, adopted with the promulgation of the new Ruling #11, effective July 1, 1974.
- F. All employees covered by this Agreement shall receive a 5% per year wage differential effective January 1, 1975 retroactive to July 1, 1974, the percentage calculated on the minimum starting salary for

each job classification as of July 1, 1974. Payment for the period of July 1, 1974 through December 31, 1974, shall be one lump sum made during the month of January 1975. Payment for the period of January 1, 1975 through June 30, 1975, shall be made with the employees' regular salary. The wage differential shall not affect the employees' salary rate, having no effect on salary ranges.

ARTICLE XXXIII

ENTITLEMENT OF ECONOMIC BENEFITS

Only employees engaged in employment with this Board on February 13th, 1974, will be entitled to the salaries and compensations previously noted and all other hereinbefore mentioned economic benefits.

Subsequent to the promulgation of the Revised Ruling #11 effective on July 1, 1974, the parties hereto modified their original Agreement dated February 13, 1974, to conform to the new Ruling #11.

The foregoing Agreement consists of the original Agreement as so modified.

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 7th day of August, ~~22nd day of August~~, 1974.

HUDSON COUNTY WELFARE BOARD

By: Lucretia Phillips
LUCRETIA PHILLIPS, Chairman

ATTEST:

James F. Young
JAMES F. YOUNG, Acting Director

LOCAL #2306, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

by: Milton Filker
MILTON FILKER, President

ATTEST:

Michael Lanni
MICHAEL LANNI, Executive Director
A.F.S.C.M.E. - Council #52

Reviewed and approved by the
Division of Public Welfare
N. J. Department of Institutions and Agencies

G. Thomas Ritti
G. THOMAS RITI, Director 8/9/74

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 13th day of February, 1974.

HUDSON COUNTY WELFARE BOARD

By: Alice Walters

ALICE WALTERS, Chairman

ATTEST:

James F. Young
JAMES F. YOUNG, Acting Director

LOCAL #2306, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

By: Michael Lanni

MICHAEL LANNI, President

ATTEST:

Milton Filker
MILTON FILKER, Chief Negotiator

Reviewed and approved by the
Division of Public Welfare
N. J. Department of Institutions and Agencies

G. THOMAS RITI, Acting Director

FRANK A. MASON, Director
Office of Employees Relations
Governor's Office

Ruling No. 11
Classification and Compensation Plan (Cont'd.)

Effective 7/1/72
Part I, Page

PLAN B (REVISED)

Salary Range No.	Minimum Rate	First Step	Second Step	Third Step	Fourth Step	Fifth Step	Sixth Step	Maxi- mum
1.	3946	4143	4340	4537	4734	4931	5128	5325
2.	4143	4350	4557	4764	4971	5178	5385	5592
3.	4350	4568	4786	5004	5222	5440	5658	5876
4.	4568	4796	5024	5252	5480	5708	5936	6164
5.	4796	5036	5276	5516	5756	5996	6236	6476
6.	5036	5288	5540	5792	6044	6296	6548	6800
7.	5288	5552	5816	6080	6344	6608	6872	7136
8.	5552	5830	6108	6386	6664	6942	7220	7498
9.	5830	6122	6414	6706	6998	7290	7582	7874
10.	6122	6428	6734	7040	7346	7652	7958	8264
11.	6428	6749	7070	7391	7712	8033	8354	8675
12.	6749	7086	7423	7760	8097	8434	8771	9108
13.	7086	7440	7794	8148	8502	8856	9210	9564
14.	7440	7812	8184	8556	8928	9300	9672	10044
15.	7812	8203	8594	8985	9376	9767	10158	10549
16.	8203	8613	9023	9433	9843	10253	10663	11073
17.	8613	9044	9475	9906	10337	10768	11199	11630
18.	9044	9496	9948	10400	10852	11304	11756	12208
19.	9496	9971	10446	10921	11396	11871	12346	12821
20.	9971	10470	10969	11468	11967	12466	12965	13464
21.	10470	10994	11518	12042	12566	13090	13614	14138
22.	10994	11544	12094	12644	13194	13744	14294	14844
23.	11544	12121	12698	13275	13852	14429	15006	15583
24.	12121	12727	13333	13939	14545	15151	15757	16363
25.	12727	13363	13999	14635	15271	15907	16543	17179
26.	13363	14031	14699	15367	16035	16703	17371	18039
27.	14031	14733	15435	16137	16839	17541	18243	18945
28.	14733	15470	16207	16944	17681	18418	19155	19892
29.	15470	16244	17018	17792	18566	19340	20114	20888
30.	16244	17056	17868	18680	19492	20304	21116	21928
31.	17056	17909	18762	19615	20468	21321	22174	23027
32.	17909	18804	19699	20594	21489	22384	23279	24174
33.	18804	19744	20684	21624	22564	23504	24444	25384
34.	19744	20731	21718	22705	23692	24679	25666	26653
35.	20731	21768	22805	23842	24879	25916	26953	27990

APPENDIX III

PLAN B (REVISED)

<u>Salary Range No.</u>	<u>Minimum Start</u>	<u>Second Step</u>	<u>Third Step</u>	<u>Fourth Step</u>	<u>Fifth Step</u>	<u>Sixth Step</u>	<u>Seventh Step</u>	<u>Maximum</u>
1.	4163	4371	4579	4787	4995	5203	5411	5619
2.	4371	4590	4809	5028	5247	5466	5685	5904
3.	4590	4820	5050	5280	5510	5740	5970	6200
4.	4820	5061	5302	5543	5784	6025	6266	6507
5.	5061	5314	5567	5820	6073	6326	6579	6832
6.	5314	5580	5846	6112	6378	6644	6910	7176
7.	5580	5859	6138	6417	6696	6975	7254	7533
8.	5859	6152	6445	6738	7031	7324	7617	7910
9.	6152	6460	6768	7076	7384	7692	8000	8308
10.	6460	6783	7106	7429	7752	8075	8398	8721
11.	6783	7122	7461	7800	8139	8478	8817	9156
12.	7122	7478	7834	8190	8546	8902	9258	9614
13.	7478	7852	8226	8600	8974	9348	9722	10096
14.	7852	8245	8638	9031	9424	9817	10210	10603
15.	8245	8657	9069	9481	9893	10305	10717	11129
16.	8657	9090	9523	9956	10389	10822	11255	11688
17.	9090	9545	10000	10455	10910	11365	11820	12275
18.	9545	10022	10499	10976	11453	11930	12407	12884
19.	10022	10523	11024	11525	12026	12527	13028	13529
20.	10523	11049	11575	12101	12627	13153	13679	14205
21.	11049	11601	12153	12705	13257	13809	14361	14913
22.	11601	12181	12761	13341	13921	14501	15081	15661
23.	12181	12790	13399	14008	14617	15226	15835	16444
24.	12790	13430	14070	14710	15350	15990	16630	17270
25.	13430	14102	14774	15446	16118	16790	17462	18134
26.	14102	14807	15512	16217	16922	17627	18332	19037
27.	14807	15547	16287	17027	17767	18507	19247	19987
28.	15547	16324	17101	17878	18655	19432	20209	20986
29.	16324	17140	17956	18772	19588	20404	21220	22036
30.	17140	17997	18854	19711	20568	21425	22282	23139
31.	17997	18897	19797	20697	21597	22497	23397	24297
32.	18897	19842	20787	21732	22677	23622	24567	25512
33.	19842	20834	21826	22818	23810	24802	25794	26786
34.	20834	21876	22918	23960	25002	26044	27086	28128
35.	21876	22970	24064	25158	26252	27346	28440	29534
36.	22970	24119	25268	26417	27566	28715	29864	31013

C O M P E N S A T I O N S C H E D U L E
Ruling No. 11,
PART I.

APPENDIX II

EFFECTIVE July 1, 1974

A N N U A L S A L A R I E S

<u>Rng.No.</u> <u>Inter-</u> <u>val 5%</u>	<u>Incre-</u> <u>ment 5%</u>	<u>Min.</u> <u>Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
A01	221	4413	4634	4855	5076	5297	5518	5739	5960
A02	232	4634	4866	5098	5330	5562	5794	6026	6258
A03	243	4866	5109	5352	5595	5838	6081	6324	6567
A04	255	5109	5364	5619	5874	6129	6384	6639	6894
A05	268	5364	5632	5900	6168	6436	6704	6972	7240
A06	282	5632	5914	6196	6478	6760	7042	7324	7606
A07	296	5914	6210	6506	6802	7098	7394	7690	7986
A08	311	6210	6521	6832	7143	7454	7765	8076	8387
A09	326	6521	6847	7173	7499	7825	8151	8477	8803
A10	342	6847	7189	7531	7873	8215	8557	8899	9241
A11	359	7189	7548	7907	8266	8625	8984	9343	9702
A12	377	7548	7925	8302	8679	9056	9433	9810	10187
A13	396	7925	8321	8717	9113	9509	9905	10301	10697
A14	416	8321	8737	9153	9569	9985	10401	10817	11233
A15	437	8737	9174	9611	10048	10485	10922	11359	11796
A16	459	9174	9633	10092	10551	11010	11469	11928	12387
A17	482	9633	10115	10597	11079	11561	12043	12525	13007
A18	506	10115	10621	11127	11633	12139	12645	13151	13657
A19	531	10621	11152	11683	12214	12745	13276	13807	14338
A20	558	11152	11710	12268	12826	13384	13942	14500	15058
A21	586	11710	12296	12882	13468	14054	14640	15226	15812
A22	615	12296	12911	13526	14141	14756	15371	15986	16601
A23	646	12911	13557	14203	14849	15495	16141	16787	17433

COMPENSATION SCHEDULE

PART I

Page 2.

<u>Eng. No.</u>	<u>Inter- val 5%</u>	<u>Incre- ment 5%</u>	<u>Min. Start</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>Max.</u>
A24	678		13557	14235	14913	15591	16269	16947	17625	18303
A25	712		14235	14947	15659	16371	17083	17795	18507	19219
A26	747		14947	15694	16441	17188	17935	18682	19429	20176
A27	785		15694	16479	17264	18049	18934	19619	20404	21169
A28	824		16479	17303	18127	18951	19775	20599	21423	22247
A29	865		17303	18168	19033	19898	20763	21628	22493	23358
A30	908		18168	19076	19984	20892	21800	22708	23616	24524
A31	954		19076	20030	20984	21938	22992	23846	24800	25754
A32	1002		20030	21032	22034	23036	24038	25040	26042	27044
A33	1052		21032	22084	23136	24188	25240	26292	27344	28396
A34	1104		22084	23188	24292	25396	26500	27604	28708	29812
A35	1159		23188	24347	25506	26665	27824	28983	30142	31301
A36	1217		24347	25564	26701	27998	29215	30432	31649	32866